

COUNT XIII-NEGLIGENCE
JOHN F. HAYES, INDIVIDUALLY AND AS
PRESIDENT OF MNOP CORPORATION

69.

Plaintiff restates, repeats, and incorporates by reference those allegations contained in paragraphs one (1) through forty-four (44), paragraphs forty-five (45) through forty-six (46) of Count I, and paragraphs forty-seven (47) through forty-eight (48) of Count II, paragraphs forty-nine (49) through fifty (50) of Count III, paragraphs fifty-one (51) through fifty-two (52) of Count IV, paragraphs fifty-three (53) through fifty-four (54) of Count V, and paragraphs fifty-five (55) through fifty-six (56) of Count VI, paragraphs fifty-seven (57) through fifty-eight (58) of Count VII, and paragraphs fifty-nine (59) through sixty (60) of Count VIII, paragraphs sixty-one (61) through sixty-two (62) of Count IX, paragraphs sixty-three (63) through sixty-four (64) of Count X, paragraphs sixty-five (65) through sixty-six (66) of Count XI, and paragraphs sixty-seven (67) through sixty-eight (68) of Count XII, as if fully set forth in their entirety.

70.

This is a claim for negligence in the design and planning of the Flagship Wharf Condominiums, which resulted in injuries to the plaintiff.

COUNT XIV-BREACH OF WARRANTIES
JOHN F. HAYES, INDIVIDUALLY AND AS
PRESIDENT OF MNOP CORPORATION

71.

Plaintiff restates, repeats, and incorporates by reference those allegations contained in paragraphs one (1) through forty-four (44), paragraphs forty-five (45) through forty-six (46) of Count I, and paragraphs forty-seven (47) through forty-eight (48) of Count II, paragraphs forty-nine (49) through fifty (50) of Count III, paragraphs fifty-one (51) through fifty-two (52) of Count IV, paragraphs fifty-three (53) through fifty-four (54) of Count V, and paragraphs fifty-five (55) through fifty-six (56) of Count VI, paragraphs fifty-seven (57) through fifty-eight (58) of Count VII, and paragraphs fifty-nine (59) through sixty (60) of Count VIII, paragraphs sixty-one (61) through sixty-two (62) of Count IX, and paragraphs sixty-three (63) through sixty-four (64) of Count X, paragraphs sixty-five (65) through sixty-six (66) of Count XI, paragraphs sixty-seven (67) through sixty-eight (68) of Count XII, paragraphs sixty-nine (69) through seventy (70) of Count XIII, and paragraphs seventy-one (71) through seventy-two (72) of Count XIV, as if fully set forth in their entirety.

72.

This is a claim for breach of warranties against defendant, John F. Hayes, Individually and as president of MNOP Corporation, which resulted in injuries to the plaintiff.

COUNT XV-CHAPTER 93A CLAIM
JOHN F. HAYES, INDIVIDUALLY AND AS
PRESIDENT OF MNOP CORPORATION

73.

Plaintiff restates, repeats, and incorporates by reference those allegations contained in paragraphs one (1) through forty-four (44), paragraphs forty-five (45) through forty-six (46) of Count I, and paragraphs forty-seven (47) through forty-eight (48) of Count II, paragraphs forty-nine (49) through fifty (50) of Count III, paragraphs fifty-one (51) through fifty-two (52) of Count IV, paragraphs fifty-three (53) through fifty-four (54) of Count V, and paragraphs fifty-five (55) through fifty-six (56) of Count VI, paragraphs fifty-seven (57) through fifty-eight (58) of Count VII, and paragraphs fifty-nine (59) through sixty (60) of Count VIII, paragraphs sixty-one (61) through sixty-two (62) of Count IX, and paragraphs sixty-three (63) through sixty-four (64) of Count X, and paragraphs sixty-five (65) through sixty-six (66) of Count XI, paragraphs sixty-seven (67) through sixty-eight (68) of Count XII, and paragraphs sixty-nine (69) through seventy (70) of Count XIII, paragraphs seventy-one (71) through seventy-two (72) of Count XIV, as if fully set forth in their entirety, as if fully set forth in their entirety.

74.

This is a claim against the defendant, John F. Hayes, Individually and as President of MNOP Corporation, for its

negligence and breach of warranties which constitute violations of Chapter 93A.

COUNT XVI-NEGLIGENCE
FLAGSHIP WHARF CONDO ASSOCIATION

75.

Plaintiff restates, repeats, and incorporates by reference those allegations contained in paragraphs one (1) through forty-four (44), paragraphs forty-five (45) through forty-six (46) of Count I, and paragraphs forty-seven (47) through forty-eight (48) of Count II, paragraphs forty-nine (49) through fifty (50) of Count III, paragraphs fifty-one (51) through fifty-two (52) of Count IV, paragraphs fifty-three (53) through fifty-four (54) of Count V, and paragraphs fifty-five (55) through fifty-six (56) of Count VI, paragraphs fifty-seven (57) through fifty-eight (58) of Count VII, and paragraphs fifty-nine (59) through sixty (60) of Count VIII, paragraphs sixty-one (61) through sixty-two (62) of Count IX, paragraphs sixty-three (63) through sixty-four (64) of Count X, paragraphs sixty-five (65) through sixty-six (66) of Count XI, and paragraphs sixty-seven (67) through sixty-eight (68) of Count XII, and paragraphs sixty-nine (69) through seventy (70) of Count XIII, paragraphs seventy-one (71) through seventy-two (72) of Count XIV, and paragraphs seventy-three (73) through seventy-four (74) of Count XV, as if fully set forth in their entirety.

76.

This is a claim for negligence in the oversight and management of the Flagship Wharf Condominiums, which resulted in injuries to the plaintiff.

COUNT XVII-BREACH OF WARRANTIES
FLAGSHIP WHARF CONDO ASSOCIATION

77.

Plaintiff restates, repeats, and incorporates by reference those allegations contained in paragraphs one (1) through forty-four (44), paragraphs forty-five (45) through forty-six (46) of Count I, and paragraphs forty-seven (47) through forty-eight (48) of Count II, paragraphs forty-nine (49) through fifty (50) of Count III, paragraphs fifty-one (51) through fifty-two (52) of Count IV, paragraphs fifty-three (53) through fifty-four (54) of Count V, and paragraphs fifty-five (55) through fifty-six (56) of Count VI, paragraphs fifty-seven (57) through fifty-eight (58) of Count VII, and paragraphs fifty-nine (59) through sixty (60) of Count VIII, paragraphs sixty-one (61) through sixty-two (62) of Count IX, and paragraphs sixty-three (63) through sixty-four (64) of Count X, paragraphs sixty-five (65) through sixty-six (66) of Count XI, paragraphs sixty-seven (67) through sixty-eight (68) of Count XII, paragraphs sixty-nine (69) through seventy (70) of Count XIII, and paragraphs seventy-one (71) through seventy-two (72) of Count XIV, and paragraphs seventy-three (73) through seventy-four (74) of Count XV, and paragraphs seventy-five (75) through seventy-

six (76) of Count XVI, as if fully set forth in their entirety.

78.

This is a claim for breach of warranties, express and implied, against defendant, Flagship Wharf Condo Association, which resulted in injuries to the plaintiff.

**COUNT XVIII-FRAUD, MISREPRESENTATION AND CONCEALMENT CLAIM
FLAGSHIP WHARF CONDO ASSOCIATION**

79.

Plaintiff restates, repeats, and incorporates by reference those allegations contained in paragraphs one (1) through forty-four (44), paragraphs forty-five (45) through forty-six (46) of Count I, and paragraphs forty-seven (47) through forty-eight (48) of Count II, paragraphs forty-nine (49) through fifty (50) of Count III, paragraphs fifty-one (51) through fifty-two (52) of Count IV, paragraphs fifty-three (53) through fifty-four (54) of Count V, and paragraphs fifty-five (55) through fifty-six (56) of Count VI, paragraphs fifty-seven (57) through fifty-eight (58) of Count VII, and paragraphs fifty-nine (59) through sixty (60) of Count VIII, paragraphs sixty-one (61) through sixty-two (62) of Count IX, paragraphs sixty-three (63) through sixty-four (64) of Count X, paragraphs sixty-five (65) through sixty-six (66) of Count XI, paragraphs sixty-seven (67) through sixty-eight (68) of Count XII, paragraphs sixty-nine (69) through seventy (70) of Count XIII, paragraphs seventy-one (71) through seventy-two (72) of Count XIV, paragraphs

seventy-three (73) through seventy-four (74) of Count XV, paragraphs seventy-five (75) through seventy-six (76) of Count XVI, and paragraphs seventy-seven (77) through seventy-eight (78) of Count XVII, as if fully set forth in their entirety.

80.

This is a claim for fraud, misrepresentation and concealment of structural problems and water damage against defendant, Flagship Wharf Condo Association, which resulted in injuries to the plaintiff.

COUNT XIX-CHAPTER 93A CLAIM
FLAGSHIP WHARF CONDO ASSOCIATION

81.

Plaintiff restates, repeats, and incorporates by reference those allegations contained in paragraphs one (1) through forty-four (44), paragraphs forty-five (45) through forty-six (46) of Count I, and paragraphs forty-seven (47) through forty-eight (48) of Count II, paragraphs forty-nine (49) through fifty (50) of Count III, paragraphs fifty-one (51) through fifty-two (52) of Count IV, paragraphs fifty-three (53) through fifty-four (54) of Count V, and paragraphs fifty-five (55) through fifty-six (56) of Count VI, paragraphs fifty-seven (57) through fifty-eight (58) of Count VII, and paragraphs fifty-nine (59) through sixty (60) of Count VIII, paragraphs sixty-one (61) through sixty-two (62) of Count IX, and paragraphs sixty-three (63) through sixty-four (64) of Count X, and paragraphs sixty-five (65) through sixty-six (66) of Count XI, paragraphs sixty-seven

(67) through sixty-eight (68) of Count XII, and paragraphs sixty-nine (69) through seventy (70) of Count XIII, paragraphs seventy-one (71) through seventy-two (72) of Count XIV, paragraphs seventy-three (73) through seventy-four (74) of Count XV, paragraphs seventy-five (75) through seventy-six (76) of Count XVI, and paragraphs seventy-seven (77) through seventy-eight (78) of Count XVII, as if fully set forth in their entirety.

82.

This is a claim against the defendant, Flagship Wharf Condo Association for its negligence and breach of warranties, express and/or implied, which constitute violations of Chapter 93A.

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY ON ALL COUNTS

Respectfully submitted,
Maureen Sullivan-Stemberg
By her attorney,

LAW OFFICES OF JEFFREY S. GLASSMAN, L.L.P.



NEIL S. COHEN, BBO NO. 561173
IAN S. CHERUBINO, BBO NO. 636852
Eleven Beacon Street
Suite 525
Boston, MA 02108
(617) 367-2900

Dated: 2/10/04